

manifest the remedy at law, so far as the land sold is concerned, falls far short of the remedy in this court, when it is recollected that the purchaser takes the title of the vendee, subject to judgments, liens and outstanding equities existing against the vendee prior to the judgment recovered by the vendor under which the sale is made.

It may be, that a distinction exists between the case of a vendor proceeding in equity to enforce his lien, after judgment against, and sale of the sheriff under a *fiery facias* issued upon it, of the vendee's interest, and the case of a mortgagee, suing in this court, after having sold the title of the mortgagor, under his judgment at law, recovered upon the bond or covenant; and that, in the latter case, the title of the purchaser from the sheriff might be overthrown, when in the former it would be protected; but no very apparent reason is perceived for such distinction—and Chancellor Kent, in the note already referred to, says, the mortgagee who has sold the title of the mortgagor, by a proceeding at law, cannot maintain an ejectment against the purchaser, unless the latter knew of the existence of the mortgage, and purchased subject to it.

My opinion, therefore, is, that this case comes within the general rule, which permits the mortgagee to sue at law upon the bond or covenant, and in this court upon his mortgage. He may, in the words of the late Chancellor, (Bland,) "sue on all his remedies at the same time," though, of course, he can have but one satisfaction of his demand. A decree will be passed accordingly.

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[The decree in this case was affirmed on appeal.]

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B. T. B. WORTHINGTON and F. H. STOCKETT, for Complainants.

A. RANDALL for Defendant.